BILL NO. S-91-05-21

SPECIAL ORDINANCE NO. S-134-91

AN ORDINANCE approving Contract RES. #224-91, NEW ROOF INSTALLATION AND GENERAL CONSTRUCTION WORK FOR THE STREET LIGHT OPERATIONS WAREHOUSE BUILDING between PETTIGREW & SONS and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract **RES. #224-91, NEW ROOF INSTALLATION AND GENERAL CONSTRUCTION WORK FOR THE STREET LIGHT OPERATIONS WAREHOUSE BUILDING** by and between **PETTIGREW & SONS** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects, respectfully for:

the replacement of roof at 1701-1703 S. Lafayette Street;

involving a total cost of Ninety-Six Thousand Nine Hundred Ten and 00/100 Dollars ($96,910.00).

SECTION 2. Prior Approval has been requested from Common Council on **May 14, 1991.** Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Mark E. DiSanto
Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the twenty-second (22nd) day of May in the year of Nineteen Hundred and ninety-one (1991)

BETWEEN the Owner:
(Name and address)
The City of Fort Wayne
through the Board of Public Works
One Main Street
Fort Wayne, Indiana 46802

and the Contractor:
(Name and address)
Pettigrew & Sons, Inc.
333 Ley Road
Fort Wayne, Indiana 46825

The Project is:
(Name and location)
New Roof Installation and General Construction Work
for the Street Light Operations Warehouse Building
located at 1703 South Lafayette Street,
Fort Wayne, Indiana 46803.

The Architect is:
(Name and address)
Grinsfelder Associates Architects, Inc.
903 West Berry Street
Fort Wayne, Indiana 46802

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, ~~as follows~~

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

within 30 calendar days of the signing of the Contract, weather permitting.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

within 40 calendars days after commencement of work, weather permitting.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of ninety-six thousand nine hundred ten and no hundredths Dollars ($ 96,910.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Principal Bid Sum = $96,910.00

4.3 Unit prices, if any, are as follows:

None.

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as~~ follows:

5.3 Provided an Application for Payment is received by the Architect not later than the fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows: None.

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, ~~as modified~~

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

None.

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated March 29, 1991, and are as follows:

Document	Title	Pages
Article 1.1.1.	The Contract Documents	SC-1
Article 1.1.2.	The Contract	SC-1
Article 1.1.3.	The Work	SC-1
Article 1.1.4.	The Project	SC-1
Article 1.2.	Execution, Correlation and Intent	SC-1
Article 2.1.	The Owner	SC-1
Article 3.9.	Superintendent	SC-2
Article 3.13.	Use of Site	SC-2
Article 3.14.	Cutting and Patching of Work	SC-2
Article 4.1.	Architect	SC-2
Article 5.2.	Award of Subcontracts	SC-2
Article 9.2.	Schedule of Values	SC-2
Article 9.3.	Application for Payment	SC-2
Article 9.10.	Final Completion/Final Payment	SC-3
Article 11.	Insuarnce	SC-3 through SC-4

Continued on Attachment "A"

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
Section 01010	Summary of Work	01010-1 through 01010-3
Section 01040	Project Coordination	01040-1 through 01040-3
Section 01045	Cutting and Patching	01045-1 through 01045-2
Section 01090	Definitions and Standards	01090-1 through 01090-3
Section 01300	Submittals	01300-1 through 01300-4
Section 01500	Temporary Facilities	01500-1 through 01500-2
Section 01700	Project Closeout	01700-1 through 01700-2
Section 02070	Selective Demolition	02070-1 through 02070-3
Section 03310	Concrete	03310-1 through 03310-9
Section 05210	Steel Deck	05310-1 through 05310-2
Section 05500	Metal Fabrications	05500-1 through 05500-3
Section 06100	Carpentry	06100-1
Section 07530	Modified Asphalt Roofing System	07530-1 through 07530-10
Section 07600	Flashing and Sheet Metal	07600-1 through 07600-3
Section 07900	Joint Sealers	07900-1 through 07900-2
Section 09900	Painting	09900-1 through 09900-2

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

Attachment "A"

Document	Title	Pages
Article 11.3.	Property Insurance	SC-4
Article 11.4.	Performance Bond and Payment Bond	SC-5
Article 13.1.	Governing Law	SC-5
Article 15.	Specifications Explanation	SC-5
Article 16.	Manufacturer's Directions-Operation Instructions.	SC-5

9.1.5 The Drawings are as follows, and are dated March 29, 1991 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Sheet A1-1	Plans, Section, Partial Elevation, Details.	March 29, 1991

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
Addendum Number One (#1)	April 23, 1991	1 page

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Proposal from Pettigrew & Son, Inc. dated April 24, 1991.
2. Standard Questionnaires & Financial Statement for Bidders.
3. Bid Bond dated April 23, 1991.
4. Street Barricade Maintenance Information.
5. Emerging Business Enterprise Commitment Form.
6. Contractor's Bid for Public Works.
7. Memo stating City filed documents.
8. Drawings and Specifications dated March 29, 1991.
9. Addendum Number One (#1) dated April 23, 1991, and Pre-Bid Conference Notes.
10. Certificate of Insurance.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER	CONTRACTOR
City of Fort Wayne Board of Public Works One Main Street Fort Wayne, IN 46802	Pettigrew & Son, Inc. 333 Ley Road Fort Wayne, IN 46825
(Signature)	*(Signature)*
Charles Layton, Chairman *(Printed name and title)*	Phil Pettigrew, Secretary/Treasurer *(Printed name and title)*

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

continued,

OWNER

CITY OF FORT WAYNE

_____, Mayor
Paul Helmke

E. S. Banks
E. Sharon Banks, Member

Douglas M. Lehman, Member

ATTEST Patricia J. Crick
Patricia J. Crick, Clerk

Date: May 22, 1991

Read the first time in full and on motion by Gia Quinta, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on Zoning (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 5-28-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt, seconded by Henry, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			2
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA				✓
HENRY	✓			
LONG				✓
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 6-11-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ ~~(SPECIAL)~~ ~~(ZONING MAP)~~ ORDINANCE ~~RESOLUTION~~ NO. S-134-91 on the 11th day of June, 19 91,

ATTEST
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of June, 19 91, at the hour of 1:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13th day of June, 19 91, at the hour of 10:30 o'clock A.M.,E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. #224-91, New Roof Installation and General Construction Work for the Street Light Operations Warehouse Building

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Contract for #224-91, is for replacement of roof at 1701-1703 S. Lafayette Street. Pettigrew & Sons is the contractor. **PRIOR APPROVAL RECEIVED ON 5/14/91.**

EFFECT OF PASSAGE: Improved roof conditions at Street Light Operations Warehouse Building.

EFFECT OF NON PASSAGE: S-91-05-21.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGs) $96,910.00

ASSIGNED TO COMMITTEE:

BILL NO. S-91-05-21

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GiaQUINTA, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, REDD, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract RES. #224-91, NEW ROOF INSTALLATION AND GENERAL CONSTRUCTION WORK FOR THE STREET LIGHT OPERATIONS WAREHOUSE BUILDING between PETTIGREW & SONS and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Mark E. GiaQuinta			
C R Edmonds			
~~[illegible]~~			
Paul M. Burns			

DATED: 6-11-91.

Sandra E. Kennedy
City Clerk